

1 Isam Khoury
ikhoury@ckslaw.com

2 Michael Singer
msinger@ckslaw.com

3 Rosemary Khoury
rkhoury@ckslaw.com

4 Matthew Atlas
matlas@ckslaw.com

5 Amber Worden
aworden@ckslaw.com

6 **COHELAN KHOURY & SINGER**

7 605 C Suite 200,
San Diego, CA 92101

8 Phone: 619-595-3001

9 Attorneys for Plaintiff Penny A. Scott

10 *Additional Attorneys on following page

11 UNITED STATES DISTRICT COURT

12 SOUTHERN DISTRICT OF CALIFORNIA

14 PENNY A. SCOTT, *on behalf of herself*
15 *and all other similarly-situated employees,*
16 *et al.*

17 Plaintiffs,

18 v.

19 BLACKSTONE CONSULTING, INC.,

20 Defendant

CASE NO. 21-cv-1470-MMA (KSC)

**DECLARATION OF VERONICA
OLIVARES WITH RESPECT TO
NOTIFICATION AND SETTLEMENT
ADMINISTRATION**

Date: December 11, 2023

Time: 2:30 p.m.

Dept.: 3C

Judge: Michael M. Anello

1 Larry W. Lee
lwlee@diversitylaw.com

2 Max W. Gavron
mgavron@diversitylaw.com

3 Kwanporn "Mai" Tulyathan
ktulyathan@diversitylaw.com

4 **DIVERSITY LAW GROUP, P.C.,**
5 515 S Figueroa Street, suite 1250
Los Angeles, CA 90071

6 William L. Marder
7 bill@polarislawgroup.com
8 **POLARIS LAW GROUP**
9 501 San Benito Street, Suite 200
Hollister, CA 95023
Telephone: (831) 531-4214
10 Facsimile: (831) 634-0333

11 Attorneys for Plaintiffs Tiffany Lockett and Tocashema Williams

12
13 Edwin Aiwanian
edwin@calljustice.com
14 Arby Aiwanian
arby@calljustice.com

15 Joanna Ghosh
joanna@calljustice.com
16 **LAWYERS FOR JUSTICE, PC.**
17 410 Arden Ave, Suite 203
Glendale, CA 91203
Phone: 818-619-2080

18 Attorneys for Plaintiffs Ahmir Ringo and Kawana Anderson

19 Pankit J. Doshi
20 pdoshi@mwe.com
21 Rae Chung
rchung@mwe.com

22 **MCDERMOTT WILL & EMERY LLP**
23 415 Mission Street, Suite 5600
San Francisco, CA 94105
Phone: 628-218-3827

24 Attorneys for Defendant Blackstone Consulting, Inc.
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1 I, Veronica Olivares, declare as follows:

2 1. I am employed by CPT Group, Inc., the Court-approved class action Settlement
3 Administrator for *Scott. v. Blackstone Consulting, Inc.*, as a Case Manager. I have personal
4 knowledge of the facts set forth in this Declaration, and if called as a witness, I could and would
5 testify competently thereto.

6 2. CPT Group (the “Administrator” or “CPT”) has extensive experience in providing
7 notice of class actions and administering class action settlements. In the past 30 years, we have
8 provided notification and/or claims administration services in over one thousand class action
9 cases.

10 3. CPT was selected by the parties to administer the settlement in this action. In this
11 capacity, CPT is responsible for (a) printing, translating and mailing to the Putative Class
12 Members the *Notice of Proposed Settlement of Class Action and Hearing Date for Final Court*
13 *Approval* and hereinafter referred to as the (“Class Notice”) in English; (b) handling inquiries
14 from Putative Class Members concerning the Class Notice; (c) emailing counsel weekly reports;
15 (d) determining Individual Settlement Payments; (e) maintaining the settlement funds in an
16 appropriate account; (f) maintaining a case website and email address; (g) preparing,
17 administering, and distributing the Individual Settlement Sum to participating Putative Class
18 Members; (h) distributing the portion of the PAGA Penalties payable to the LWDA; (i) issuing a
19 final report and performing such other duties as the Parties may direct; and (j) handling all tax
20 document preparation and reporting, including state and federal tax forms, if any.

21 4. CPT received the Court-approved text for the Class Notice from Counsel on
22 August 1, 2023. CPT prepared a draft of the Class Notice for mailing to the Putative Class
23 Members. Attached hereto as **Exhibit “A”** is a true and correct copy of the Class Notice in
24 English.

25 5. On September 1, 2023, CPT received a data file from Counsel containing the Class
26 List for the purpose of mailing the Class Notice to Class Members. The final mailing list contained
27 one thousand three hundred eighteen (1,318) Putative Class Members.

28 6. On September 13, 2023, CPT ran a National Change of Address (NCOA) search

1 in attempt to update the addresses on the class list and ensure it was as accurate as possible. A
2 search of this database provided updated addresses for any individual who had moved in the
3 previous four years and notified the U.S. Postal Service of their change of address.

4 7. The Class Notice was enclosed in an envelope with the Putative Class Member's
5 name and known address printed on the envelope. On September 15, 2023, the Class Notice was
6 mailed via U.S. first class mail to all one thousand three hundred eighteen (1,318) Putative Class
7 Members. The deadline to submit disputes, requests for exclusion or objections was October 30,
8 2023.

9 8. As of the date of this declaration, nineteen (19) Class Notices have been returned
10 to our office by the U.S. Postal Service, of which no new address was provided by the Post Office.
11 For the nineteen (19) Class Notices, CPT performed a skip trace to locate a better address using
12 Accurint, one of the most comprehensive address databases available. It utilizes hundreds of
13 different databases supplied by credit reporting agencies, public records, and a variety of other
14 national databases.

15 9. As a result of skip trace effort or re-mail requests from Counsel or the Putative
16 Class Member themselves, a total of nineteen (19) Class Notices have been re-mailed to date. As
17 of the date of this declaration, a total of three (3) Class Notices are deemed undeliverable.

18 10. As of the date of this declaration, CPT has received eight (8) requests for exclusion
19 from the settlement, one (1) of which is a duplicate response from the same Putative Class
20 Member and was invalidated. CPT will report a total of seven (7) requests for exclusion.

21 11. As of the date of this declaration, CPT has received zero (0) objections and zero
22 (0) disputes regarding the weeks worked.

23 12. As of the date of this declaration, CPT reports a total of one thousand three hundred
24 eleven (1,311) Participating Class Members, representing 99.47% of the settlement Class.

25 13. Pursuant to the terms of the Settlement, Participating Class Members will receive
26 a proportionate share of the Net Settlement Amount, which is currently estimated to be
27 \$536,712.59, based on the total number of weeks worked during the Class Period. The total
28 number of weeks worked for one thousand three hundred eleven (1,311) Participating Class

Members is 90,147.24. Based on estimated settlement calculations at this time, the estimated weekly rate is \$5.95, the average payment to each settlement Class Member is estimated to be \$409.39 and the highest payment is estimated to be \$1,845.66

14. Pursuant to the terms of the Settlement, Aggrieved Employees will receive a proportionate share of the PAGA Penalties allocated to the PAGA Payment, which is currently estimated to be \$12,500.00, based on the number of pay periods worked during the PAGA Period. All Settlement Class Members, including individuals who requested exclusion from the Settlement if they are Aggrieved Employees will receive an Individual PAGA Payment. The total number of pay periods worked for 1,013 participating Aggrieved Employees is 55,009.53. Based on the estimated calculations at this time, the estimated PAGA pay period rate is \$0.23, the average Individual PAGA Payment to each Aggrieved Employee is estimated to be \$12.34 and the highest payment is estimated to be \$34.86.

15. I have been informed that Class Counsel's litigation expenses total \$15,204.08.

16. The entire Net Settlement Amount was used to calculate the estimated amount for each Settlement Class Member:

Gross Settlement Amount	\$1,000,000.00
Less Class Counsel Fees Payment	(\$333,333.33)
Less Class Counsel Litigation Expenses Payment	(\$15,204.08)
Less Service Payment to Plaintiff Scott	(\$10,000.00)
Less Service Payment to Plaintiff Ringo	(\$10,000.00)
Less Service Payment to Plaintiff Lockett	(\$10,000.00)
Less Service Payment to Plaintiff Williams	(\$10,000.00)
Less Service Payment to Plaintiff Anderson	(\$10,000.00)
Less LWDA Payment	(\$37,500.00)
Less PAGA Payment to Aggrieved Employees	(12,500.00)
<u>Less Administration Expenses Payment</u>	<u>(\$14,750.00)</u>
Net Settlement Amount	\$536,712.59

1 CPT will charge a total of \$14,750.00 in costs associated with the administration of the
2 settlement. This includes all costs incurred to date, as well as estimated costs involved in
3 completing the settlement. Attached hereto as **Exhibit "B"** is a true and correct copy of the
4 itemized costs.

5 Prior to the hearing on the Motion for Final Approval of the Settlement, Settlement
6 Administrator will provide a supplemental declaration with updated reporting, to the extent there
7 are any updates to the information provided above.

8 I declare under penalty of perjury under the laws of the State of California that the
9 foregoing is true and correct, and that this declaration is executed this 14th day of November 2023,
10 at Irvine, California.



Veronica Olivares

EXHIBIT A

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

Scott v. Blackstone Consulting, Inc., United States District Court, Southern District of California (Case No. 21-cv-1470-MM) (the “Representative Matter”)

And the “Related Matters”:

- *Ahmir Ringo v. Blackstone Consulting, Inc., et al.*, Superior Court of the State of California, County of Los Angeles (Case No. 22SMCV00066);
- *Tiffany Lockett and Tocashema Williams v. Blackstone Consulting, Inc.*, Superior Court of the State of California, County of Riverside (Case No. CVRI2201443);
- *Kawana Anderson v. Blackstone Consulting, Inc.* (PAGA only action), Superior Court of the State of California, County of Los Angeles (Case No. 22SMCV01667); and
- *Kawana Anderson v. Blackstone Consulting, Inc.* (Class action), Superior Court of the State of California, County of Los Angeles (Case No. 22STCV31450).

The Representative Matter and the Related Matters are hereinafter collectively referred to as the “BCI Wage and Hour Actions.”

**YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.
PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	If you do nothing, you will receive your share of the cash payment from the Settlement in exchange of the release of all claims. Your estimated Settlement Share is: «SettAmount». See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must fill out a Request for Exclusion (attached hereto as Exhibit A) and send a copy of the completed Request for Exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. However, if you are an Aggrieved Employee who requests exclusion, you will still receive a small amount as your share of the PAGA Payment described below. Instructions are set forth in Section 7 below.
Object	If you believe that the Settlement should not be finally approved by the Court for any reason, you may object to the proposed Settlement, the attorneys’ fees, the costs and/or the service awards, either in writing to the Settlement Administrator. Class Members who file a written objection may appear at the Final Approval Hearing to make an oral objection. Detailed instructions are provided in Section 8 below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the Representative Matter pending in the United States District Court, Southern District of California (the “Court”) and the Related Matters has been reached between Plaintiffs Penny

Scott; Ahmir Ringo; Tiffany Lockett; Tocashema Williams; and Kawana Anderson (“Plaintiffs”) and Defendant Blackstone Consulting, Inc. (“Defendant” or “BCI”). The Court has granted preliminary approval of the Settlement and ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

You have received this Class Notice because you have been identified as a member of the Class (“Class Member”), which is defined as:

All individuals who are or previously were employed by Defendant in California as non-exempt employees working at Kaiser Permanente facilities and hospitals in California at any time during the Class Period.

The Class Period for means the period from May 21, 2017 to April 30, 2023.

This Class Notice explains the BCI Wage and Hour Actions, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is This Notice About?

Representative Matter: On May 21, 2021, Plaintiff Penny Scott filed a wage and hour class action against Defendant in the Superior Court of the State of California, County of San Diego (Case No. 37-2021-00022564-CU-OE-CTL) (the “*Scott* matter” or the “Representative Matter”). On August 18, 2021, Defendant removed the *Scott* matter to the United States District Court, Southern District of California. The *Scott* matter is currently pending before the Hon. Michael M. Anello (Case No. Case No. 21-cv-1470-MMA).

Related Matters: On January 18, 2022, Plaintiff Ahmir Ringo filed a PAGA action against Defendant in the Superior Court of the State of California, County of Los Angeles (Case No. 22SMCV00066) (the “*Ringo* matter”). On April 8, 2022, Plaintiffs Tiffany Lockett and Tocashema Williams filed a wage and hour class action against Defendant in the Superior Court of the State of California, County of Riverside (Case No. CVRI2201443) (the “*Lockett/Williams* matter”). On September 26, 2022, Plaintiff Kawana Anderson filed a wage and hour class action against Defendant in the Superior Court of the State of California, County of Los Angeles (Case No. 22STCV31450) (the “*Anderson Class Action* matter”). On September 26, 2022, Plaintiff Kawana Anderson separately filed a PAGA action against Defendant in the Superior Court of the State of California, County of Los Angeles (Case No. 22SMCV01667) (the “*Anderson PAGA Action* matter”).

Plaintiffs Penny Scott; Ahmir Ringo; Tiffany Lockett; Tocashema Williams; and Kawana Anderson collectively asserted claims that Defendant: (1) failed to pay minimum, regular and overtime wages in violation of California Labor Code §§ 204, 510, 1194, 1194.2, 1197 & 1198; (2) failed to provide meal periods in violation of California Labor Code §§ 226.7 and 512; (3) failed to provide rest periods in violation of California Labor Code § 226.7; (4) failed to provide accurate itemized wage statements in violation of California Labor Code §§ 226 and 1174; (5) failed to provide vacation wages in violation of California Labor Code § 227.3; (6) failed to provide timely wages to separated employees in violation of California Labor Code §§ 201-203; (7) failed to reimburse employees for required expenses in violation of California Labor Code § 2802; (8) violated California Business and Professions Code § 17200 et seq.; and (9) violated the Private Attorney General Act, Cal. Labor Code § § 2698, et seq. (“PAGA”).

Defendant denies and disputes all of Plaintiffs’ claims. Specifically, Defendant contends that Plaintiffs and the Class Members were properly compensated for wages under California law; that Defendant provided meal and rest breaks in compliance with California law; that Defendant did not fail to pay to Plaintiffs or any Class Members any required expense reimbursement; that Defendant complied with California wage statement requirements; that Defendant is not liable for any of the penalties claimed or that could be claimed in the BCI Wage and Hour Actions; and that the BCI Wage and Hour Actions cannot be maintained as a class action or PAGA action.

The Court has not decided whether Defendant or Plaintiffs are correct. Plaintiffs would have still had to prove their claims at a trial on a class-wide basis. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Parties have concluded that it is in their respective best interests and the interests of the Class Members to settle the BCI Wage and Hour Actions on the terms summarized in this Notice. The Settlement was reached after arms-length non-collusive negotiations between the Parties. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Settlement was a fair, reasonable and adequate way to resolve the disputed claims.

Plaintiff and Class Counsel support this Settlement, finding it fair, adequate, reasonable, and in the best interests of the Class Members. Among the reasons for support are the defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the potential for the Court to deny certification of the class, and the delays and uncertainties associated with litigation.

The Court granted preliminary approval of the Settlement on August 1, 2023. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firm of Cohelan Khoury & Singer, counsel for Plaintiff Penny Scott, to be designated as Class Counsel for purposes of this Settlement.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million Dollars and Zero Cents (\$1,000,000) (the “Gross Settlement Amount”) to fund the settlement of the BCI Wage and Hour Actions. The Gross Settlement Amount includes all payments of Settlement Shares to Class Members contemplated by the Settlement, the Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment for civil penalties. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendant.

The Court has approved CPT Group as the “Settlement Administrator”. Within forty-five (45) days of the Judgment becoming Final, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members. “Final” means the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is affirmed and is no longer subject to appeal.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$15,000.00, for expenses, including, without limitation, expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed One-Third (approximately 33.333%) of the Gross Settlement Amount, which is presently \$333,333.33 and an additional amount to reimburse actual litigation costs incurred by Class Counsel, not to exceed \$25,000.00. Class Counsel has been prosecuting the BCI Wage and Hour Actions on behalf of Plaintiffs and the Class Members on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The payment of the Class Counsel Fees Payment shall be made as follows: 65% to Cohelan Khoury & Singer LLP; 25% to Lawyers for Justice; and 10% to Diversity Law Group. Payment of Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses.
- Class Representative Service Payments. Class Representative Service Payments in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to each of the Plaintiffs, or such lesser amount as may be

approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the BCI Wage and Hour Actions, and for the risks they undertook.

- **PAGA Payment.** A payment of \$50,000.00 relating to the claim for penalties under the Private Attorney Generals Act (“PAGA”), \$37,500.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”). The remaining will \$12,500.00 will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period, which is May 21, 2020 until April 30, 2023 (“PAGA Period”) for the Aggrieved Employees. “Aggrieved Employees” are all non-exempt employees employed by Defendant who worked for Kaiser Permanente facilities and hospitals in California at any time during the PAGA Period. The PAGA Payment shall be allocated to all Aggrieved Employees regardless of whether they request exclusion. One hundred percent (100%) of each Aggrieved Employee share of the PAGA Payment is in settlement of claims for civil penalties allegedly due which shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.

Calculation of Payments to Class Members. After all of the payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed to Participating Class Members as Settlement Shares. The Net Settlement Amount is estimated to be at least \$526,666.67, based upon the above proposed deductions. The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The Settlement Share for each Participating Class Member will be calculated as follows: (a) the Settlement Administrator shall divide the Net Settlement Amount by the total number of workweeks included in the dates of employment to determine a dollar amount per week (“Weekly Rate”); and (b) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share. Workweeks shall be based upon Defendant’s payroll records, but Class Members will have the right to challenge the number of workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself by completing a signed Request for Exclusion (Exhibit A), you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. One-third (1/3) of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Two-thirds (2/3) of each Participating Class Member’s Settlement Share is in settlement of claims for interest and penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date, all Class Members who do not submit a signed Request for Exclusion (Exhibit A) before the deadline will release Defendant Blackstone Consulting, Inc. and each of its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its respective successors and predecessors in interest, subsidiaries, affiliates, parent companies, related entities and attorneys, and/or any individual or entity which could be jointly liable with them from any and all liabilities, demands, claims, causes of action, complaints and obligations, whether known or unknown,

against the Released Parties during the Class Period that are or that could have been pled in the BCI Wage and Hour Actions, based on the facts alleged, or which are related to or could have been alleged in the causes of action in the BCI Wage and Hour Actions, relating to the payment or non-payment of wages and alleging violations of federal, state or local law or administrative order, such as the Industrial Welfare Commission Wage Orders and California Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 2698-2699 and 2802 and Business and Professions Code sections 17200 *et seq.*, including the failure to pay wages for hours worked, minimum wage claims, overtime claims, regular rate claims, meal break violations, rest break violations, waiting time penalties, wage statement claims, failure to reimburse business expense claims, Unfair Competition Law violations, PAGA penalties and any other claims whatsoever that were alleged in this Action or which arise out of or directly or indirectly relate to such facts alleged in this Action, including without limitation all related claims for restitution and other equitable relief, conversion, liquidated damages, punitive damages and any other related claims and/or penalties of any nature whatsoever (collectively the “Released Claims”). Claims of the Class outside the Class Period and claims for discrimination, workers’ compensation, wrongful termination and other unrelated employment-law claims are not encompassed within the Released Claims.

Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the lawsuit are disputed, and that the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Settlement payments. That section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

If at any time on or before the Effective Date, any state or federal legislation, rule, administrative guidance or change in law, is implemented, enacted and/or interpreted which provides that any of the types of claims being asserted in the Action are preempted by federal law and/or have retroactive effect during the applicable Class Period, then Defendant will have the right to rescind and terminate the Settlement without prejudice to its pre-settlement positions and defenses in the Action, without any financial obligation related to the proposed Settlement set forth herein other than to pay for the costs of administration of the Settlement incurred by the Settlement Administrator through the time of such rescission and termination. Thereupon, the Parties will meet and confer regarding the status of the litigation.

In addition, in the event that more than 5% of the Class Members submit elections to Opt-Out of the Settlement or a number of Class Members whose share of the Net Settlement Amount is 5% or more, Defendant will have the right to rescind and terminate the Settlement without prejudice to its pre-settlement positions and defenses in the BCI Wage and Hour Actions. Should the 5% threshold for Opt-Outs be exceeded, then the Settlement Administrator shall notify lead counsel for all Parties via email immediately and will subsequently notify all Class Members accordingly.

Based on its records, Defendant represents that, as of December 31, 2022, there are 1,179 Class Members and 84,405 Total Workweeks during the Class period. In the event that the number of workweeks of the Class Members exceeds more than ten percent (10%) of the workweeks, then Defendant shall have the right to choose between the following two options: (1) increase the Gross Settlement Amount proportionally for each additional Settlement Class Member above the ten percent (10%) threshold; or (2) scale back the end of the Class Period such that there will be no more than 92,845 workweeks (approximately 10% more than 84,405) included in the Settlement. If Defendant chooses either of the options, the Settlement Administrator shall notify lead counsel for all Parties via email immediately and will subsequently notify all Class Members accordingly.

Released PAGA Claims. Upon the Effective Date, Defendant shall receive a release from the State of California of all PAGA claims for civil penalties under California Labor Code Sections 2698 *et. seq.*, predicated on the violations of the applicable California Labor Code sections and applicable Wage Orders as alleged in the LWDA Notices submitted by Plaintiffs and the operative First Amended Consolidated Complaint which occurred during the PAGA Period (“Released PAGA Claims”). The Released PAGA Claims may be released against all Released Parties. The Released PAGA Claims exclude any PAGA claims outside the PAGA Period. The release of the Released PAGA

Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

5. How much will my payment be?

Defendant's records reflect that you have «TotalWorkWeeks» weeks worked for Defendant as Class Member during the Class Period. The Class Period is the period from May 21, 2017 to April 30, 2023.

Based on this information, your estimated Settlement Share is «SettAmount».

The workweeks have been calculated based on Defendant's records. If you feel that you were not credited with the correct number of workweeks or shifts during the Class Period, you may submit payment stubs, wage statements or other documents to establish the number of pay periods you claim to have actually worked during the Class Period to the Settlement Administrator no later than the Response Deadline. If the Parties cannot agree over the workweeks to be credited, the Settlement Administrator shall make the final decision based on the information presented by the Class Member and Defendant. DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS. The Parties and Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks or shifts should be credited. The Settlement Administrator will make the final decision as to how many weeks are credited and report the outcome to the Settlement Participant.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. It is your responsibility to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment. The Settlement Administrator is: *Scott. v. Blackstone Consulting, Inc.*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606, 1-888-510-2103.

The Court will hold a Final Approval Hearing on December 11, 2023, at 2:30 p.m. to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within 45 days after the Court's Final Approval. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive a Settlement Share from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendants for the Released Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a Request for Exclusion.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, email or fax a written, signed and dated Request for Exclusion (Exhibit A) postmarked no later than 45 days from the date the Class Notice was mailed to you. The Request for Exclusion must be received by the Settlement Administrator and must be filled out completely.

In the alternative, state in substance: "I wish to be excluded from the Class in the BCI Wage and Hour Actions. I understand that if I ask to be excluded from the Class, I will not receive a settlement share from the settlement of the BCI Wage and Hour Actions." The Request for Exclusion must state the Class Member's full name, address, telephone number, the approximate dates of employment in California by Defendant, and the name and number of the BCI Wage and Hour Actions (*Scott v. Blackstone Consulting, Inc.*, Case No. 21-cv-1470-MMA; *Ahmir Ringo v. Blackstone*

Consulting, Inc., et al., Case No. 22SMCV00066; *Tiffany Lockett and Tocashema Williams v. Blackstone Consulting, Inc.*, Case No. CVRI2201443; *Kawana Anderson v. Blackstone Consulting, Inc.* (PAGA only action), Case No. 22SMCV01667; and *Kawana Anderson v. Blackstone Consulting, Inc.* (Class action), Case No. 22STCV31450). The Request for Exclusion must be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is *Scott. v. Blackstone Consulting, Inc.*, c/o CPT Group, Inc., 50 Corporate Park, Irvine CA 92606, Email: Blackstoneconsultingsettlement@cptgroup.com, Fax: (949) 419-3446.

By filing a timely Request for Exclusion, you will no longer be a Class Member and will receive no benefits from the Settlement.

Any Request for Exclusion that is not postmarked within 45 days from the date the Class Notice was mailed to you will be considered invalid. Those Class Members who do not timely and validly submit a Request for Exclusion will be bound by the release of Released Claims, will be deemed to participate in the Settlement and shall become a Settlement Participant without having to take any other action.

8. How do I object to the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing must state the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the BCI Wage and Hour Actions (*Scott v. Blackstone Consulting, Inc.*, Case No. 21-cv-1470-MMA; *Ahmir Ringo v. Blackstone Consulting, Inc., et al.*, Case No. 22SMCV00066; *Tiffany Lockett and Tocashema Williams v. Blackstone Consulting, Inc.*, Case No. CVRI2201443; *Kawana Anderson v. Blackstone Consulting, Inc.* (PAGA only action), Case No. 22SMCV01667; and *Kawana Anderson v. Blackstone Consulting, Inc.* (Class action), Case No. 22STCV31450).

All written objections must be mailed, emailed or faxed to the Settlement Administrator at *Scott. v. Blackstone Consulting, Inc.*, c/o CPT Group, Inc., 50 Corporate Park, Irvine CA 92606 by no later than 45 days from the date the Class Notice was mailed to you. Any Class Member who does not request exclusion may, if the member so desires, enter an appearance through their own counsel.

Class Members who file a written objection may appear at the Final Approval Hearing on December 11, 2023, at 2:30 p.m., to make an oral objection. You may contact Class Counsel if you need assistance to appear at the hearing or have questions.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share. Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on December 11, 2023, at 2:30 p.m., at the United States District Court, Southern District of California, located at 221 West Broadway San Diego, CA 92101 (Edward J. Schwartz United States Courthouse), in Department 3C before Judge Michael M. Anello.

At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not**

required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely. Please see the most current information about the hearing at the Court's website at <https://www.casd.uscourts.gov/>.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-888-510-2103 or write to the Settlement Administrator, *Scott. v. Blackstone Consulting, Inc.*, c/o CPT Group, Inc., 50 Corporate Park, Irvine CA 92606. You may also contact Class Counsel. The contact information for Class Counsel is as follows:

Isam C. Khoury
ikhoury@ckslaw.com
Michael D. Singer
msinger@ckslaw.com
Rosemary C. Khoury
Rkhoury@ckslaw.com
Cohelan Khoury & Singer
605 C Street Suite 200
San Diego, CA 92101
T: 619-595-3001
F: 619-595-3000
Attorneys for Penny Scott

Edwin Aiwarzian
Tara Zabehe
Jacquelyn Silva
Lawyers for Justice PC
410 West Arden Ave. Suite 203
Glendale, CA 91203
T: 818-265-1020
F: 818-265-1021
Attorneys for Ahmir Ringo and
Kawana Anderson

Larry W. Lee
lwlee@diversitylaw.com
Max W. Gavron
mgavron@diversitylaw.com
Kwanporn "Mai" Tulyathan
ktulyathan@diversitylaw.com
Diversity Law Group P.C.
515 S. Figueroa Street Suite 1250
T: 213-488-6555
F: 213-488-6554
Attorneys for Tiffany Lockett and
Tocashema Williams

Counsel for the Defendant is:

Pankit Doshi
pdoshi@mwe.com
Rae Chung
rchung@mwe.com
McDermott Will & Emery LLP
415 Mission Street, Suite 5600
San Francisco, CA 94105
Attorneys for Blackstone Consulting, Inc.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may get more details by requesting the Class Counsel.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all unclaimed funds pursuant to California Code of Civil Procedure § 384 to Legal Aid at Work, as the *cy pres* beneficiary of the Parties' Agreement, subject to Court approval. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT**COMPLETE THIS FORM ONLY IF YOU CHOOSE NOT TO PARTICIPATE IN THIS SETTLEMENT.****INSTRUCTIONS: TO OPT-OUT OF THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED, EMAIL OR FAXED ON OR BEFORE OCTOBER 30, 2023.**ADDRESSED AS FOLLOWS: *Scott v. Blackstone Consulting, Inc.*, c/o CPT Group, Inc., 50 Corporate Park, Irvine CA 92606.
Email: Blackstoneconsultingsettlement@cptgroup.com, Fax: (949) 419-3446

Please fill in all of the following information (type or print):

NAME (First, Middle, Last): _____
 STREET ADDRESS: _____
 CITY, STATE, ZIP CODE: _____
 FORMER NAMES (if any): _____
 SOCIAL SECURITY NUMBER, or EMPLOYEE ID: _____
 TELEPHONE NUMBERS: Home: _____ Work: _____

IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING THIS FORM POST-MARKED, EMAIL OR FAXED ON OR BEFORE OCTOBER 30, 2023.In the matter of *Scott v. Blackstone Consulting, Inc.*, United States District Court, Southern District of California (Case No. **21-cv-1470-MM**) (the “Representative Matter”) and the “Related Matters”:

- *Ahmir Ringo v. Blackstone Consulting, Inc., et al.*, Superior Court of the State of California, County of Los Angeles (Case No. 22SMCV00066);
- *Tiffany Lockett and Tocashema Williams v. Blackstone Consulting, Inc.*, Superior Court of the State of California, County of Riverside (Case No. CVRI2201443);
- *Kawana Anderson v. Blackstone Consulting, Inc.* (PAGA only action), Superior Court of the State of California, County of Los Angeles (Case No. 22SMCV01667); and
- *Kawana Anderson v. Blackstone Consulting, Inc.* (Class action), Superior Court of the State of California, County of Los Angeles (Case No. 22STCV31450)

collectively referred to as the “BCI Wage and Hour Actions.”

I [insert your name] _____ wish to be excluded from the settlement class in the BCI Wage and Hour Actions. I understand I will not receive money from the class settlement.

I further verify that the following is true: My name, address and other contact information are accurately set forth above. I received and read the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval that was sent to me along with this form.

I understand that by signing this side of the form, I voluntarily choose to “opt out” of the proposed Settlement of this Class Action. I understand that by opting out, I may not accept any money allocated for me in the proposed Settlement. On the other hand, I also understand that if I wish to assert any claims related to those set forth in this lawsuit, I will have to do so separately. I understand that any such claims are subject to strict time limits, known as statutes of limitations, which restrict the time within which I may file any such action. I understand that I should consult with an attorney if I wish to obtain advice regarding my rights with respect to this Settlement or my choice to opt out of the Settlement. I have not been coerced by anyone to opt out of this Class Action, and I choose to opt out of my own free will.

I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct.

Signed: _____
 Date: _____
 Print Name: _____
 Last four digits of Social Security Number or Employee ID: _____

EXHIBIT B

CASE NAME: SCOTT V. BCI

Date: September 6, 2023

Requesting Paralegal: Matthew Atlas

Plaintiff or Defense: Plaintiff

Firm Name: Cohelan Khoury & Singer

Telephone: (619) 595-3001

Email: matlas@ckslaw.com

All-In Settlement

Class Size: 1,318

Opt-Out Rate: 1.5%

No. of Checks Issued: 1,298

Postage Total: \$2,163.69

Grand Total: \$21,158.13

DISCOUNTED FLAT FEE: \$14,750.00

The services and numbers reflected herein are an estimate provided by counsel. If the actual services and number are different, our cost estimate will change accordingly.

The attached Terms and Conditions are included as part of our cost proposal. By accepting our costs proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Class Members will be Assigned a Unique Mailing ID which will be Used Throughout Administration. All Pertinent Documents will be Posted on a Case Specific Website. The Notice will be Translated into Spanish. CPT will Setup and Monitore a Dedicated Case Email Address.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
Static Website	\$500.00	1	\$500.00
Spanish Translation	\$1,200.00	1	\$1,200.00
Dedicated Case Email Address	\$150.00	2	\$300.00
		TOTAL	\$3,715.00

DIRECT MAIL NOTICE

To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA and Further Skip Trace Using XML LexID, if Necessary. CPT will Mail a Full-Length Notice, 1-Page Exclusion Form in English and Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
Print & Mail Notice Packets	\$1.50	1,318	\$1,977.00
First-Class Postage (up to 2 oz.)*	\$0.87	1,318	\$1,146.66
		TOTAL	\$3,448.66

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

PROCESS RETURNED UNDELIVERABLE MAIL

Based On CPT's Historical Data, 6% of the Notices will be Returned Undeliverable. Upon Receipt, CPT will Perform a Skip Trace in an Attempt to Obtain a Current Address; Thus, 91% of the Notice Packets are Remaild.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	2	\$120.00
Update Undeliverable Mail Database	\$0.50	79	\$39.50
Skip Trace for Best Address	\$1.00	68	\$68.00
Print & Remail Notice Packets	\$1.50	62	\$93.00
First-Class Postage (up to 2 oz.)	\$0.87	62	\$53.94
		TOTAL	\$374.44

OPT-OUT PROCESSING

CPT will Process and Validate all Opt-Outs and Other Responses from Class Members. Deficient Opt-Outs will Receive a Deficiency Notice by Mail and Provide an Opportunity to Cure. CPT will Scrub the Filed Opt-Outs to Eliminate Duplicates, Fraudulent, and Otherwise Invalid.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	1	\$150.00
Project Manager: Validate Opt-Out Requests	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out & Change of Address Processing	\$2.00	20	\$39.54
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.66	1	\$0.66
Review & Process Deficiency Responses	\$10.00	1	\$10.00
		TOTAL	\$356.70

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Class Member Support Representatives During Normal Business Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Case Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	264	\$792.00
		TOTAL	\$1,092.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	1,298	\$129.82
		TOTAL	\$564.82

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail an 8.5"x11" MICR Check to Valid Class Members. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashed and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	4	\$600.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	1,298	\$3,245.58
First-Class Postage (up to 1 oz.)*	\$0.66	1,298	\$856.83
		TOTAL	\$6,242.41

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

POST-DISTRIBUTION & TAX REPORTING

Any Check Returned Undeliverable is Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process Requests for Check Reissues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF and Federal and State Taxes in Accordance with Current State and Federal Regulations. Upon the Conclusion of the Settlement, a Final Report and Declaration will be Provided to all Parties. Uncashed Checks Sent to Cy pres.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Account Reconciliation	\$150.00	10	\$1,500.00
Update Undeliverable Checks Database	\$0.50	104	\$52.00
Skip Trace for Best Address	\$1.00	104	\$104.00
Remail Undeliverable Checks	\$2.50	95	\$237.50
First-Class Postage (up to 1 oz.)	\$0.66	95	\$62.70
Re-Issue Checks as Required	\$5.00	65	\$325.00
First-Class Postage (up to 1 oz.)	\$0.66	65	\$42.90
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Uncashed Checks Sent to Cy pres	Included	1	Included
TOTAL			\$5,364.10

*CPT will file Federal and California taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

GRAND TOTAL	\$21,158.13
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TERMS AND CONDITIONS

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or Bid presented by CPT Group, Inc. to Client

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
- b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
- c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
- d) **"Claims Administrator"** means CPT Group, Inc., a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
- f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, and objections, which contain Client Data.
- g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
- h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
- i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
- j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
- k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
- l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
- m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
- n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
- o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
- p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
- q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
- r) **"Products"** means any and all CPT Services, and work products resulting from Services.
- s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.

- t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
- u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
- v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
- w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
- x) **"Term"** means the term of the Agreement, as set forth in the Order.
- y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
- z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.

2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.

3. Security. The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement and shall promptly inform the other Parties of such breaches.

4. CPT Obligations. Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.

5. Mutual Obligations.

- a) Resources. Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service.

If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. **Qualified Settlement Fund Account.** At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and /or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. **Term and Termination.**
- a) **Term.** The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) **Effect of Termination.** Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

- a) **Compelled Disclosure.** If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.
- b) **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. **Intellectual Property.** As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties) from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. **Liability.**
- a) **Liability Cap.** EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.
- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.